

**See Standard Form 33**

## **REQUEST FOR PROPOSAL: 1406-04-06-RP-63293**

This Solicitation is issued under the provisions of FAR part 12 (“Acquisition of Commercial Items”), FAR part 15 (“Contracting by Negotiation”) and all other FAR Parts as applicable.

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued. The North American Industry Classification Code (NAICS Code) is 541614 (Process, Physical Distribution, and Logistics Consulting Services), business size standard of \$6.5 Million in annual receipts. This document incorporates provisions and clauses in effect through Federal Acquisition Circular (FAC) 2005-12 dated 4 August 2006. This procurement shall be issued as a small business set-aside.

If you are interested in this acquisition, you may participate by submitting your response in accordance with the instructions included herein. The price proposal and technical proposal (section 2) due date is no later than 3:30 pm Eastern Time, Monday, 18 September 2006. Oral presentations for the technical proposals (section 1) are scheduled for 19 September through 20 September 2006, in Washington, DC. Submission shall be via email to the contract specialist Matthew Korn at [matthew.korn2@mms.gov](mailto:matthew.korn2@mms.gov).

### **Notice of Small Business Cascading Evaluation Preference Process**

This acquisition is a 100% small business set-aside under NAICS code 541614, size standard \$6.5 Million. If no responsive and responsible small business offers are received, award will be made on an unrestricted basis without further posting (see section M.2 “Set-Aside Award Procedure” for further detail).

### **CCR Registration**

All Offerors must be registered with Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)). Offerors who have already completed their Representations & Certifications at the ORCA website (<https://orca.bpn.gov/>) do not need to provide hard copies of representations and certifications with their proposal as required in Section K of the Solicitation.

### **Contracting Officer Contact Information**

**All** questions regarding this Solicitation **must** be submitted to the Contract Specialist via e-mail **only**. **Telephonic inquiries will not be accepted**. The Contract Specialist may be reached at: [matthew.korn2@mms.gov](mailto:matthew.korn2@mms.gov).

### **Evaluation Overview**

The Government will make one award to the Offeror whose proposal represents “best value” to the Government. In determining which proposal represents “best value”, a “tradeoff process” (see FAR 15.101-1) will be employed wherein the evaluation criteria will be used in descending order of importance, as stipulated in section M.

**THE SCHEDULE****SECTION B -- SUPPLIES OR SERVICES AND PRICES/COST****B.1 General**

The anticipated contract type is a **Firm Fixed Price** type Contract. The contract is anticipated to be a base year with period of performance of one year and four one year option periods which may be unilaterally exercised by the Government. Payment to the contractor for the work performed and accepted by the Government shall be solely at the pricing set forth in section B.

Offerors are to respond to the Instructions as articulated in Section L of the Solicitation.

**B.2 Firm Fixed Price per Task**

The offeror shall submit a fixed price per task as prescribed in the attached statement of work. The offeror shall submit pricing for the base period (1 year in duration from date of award) and pricing for the four option periods (each 1 year in duration)

**B.3 Other Direct Costs**

The offeror shall list all other direct costs needed to perform services described in the statement of work.

**B.4 Travel**

All travel of contractor personnel shall be pre-approved by the Contracting Officer's Representative (COTR) prior to travel. Once approved by the COTR, the contractor shall be reimbursed for the costs of transportation, lodging, meals, and incidental expenses during the authorized travel. (See section H.11 "Travel" for further detail.)

**B.5 Overtime**

In the event overtime determined to be necessary by the Government, it shall be negotiated and approved in writing by the Contracting Officer.

**B.6 Holidays**

- a. The contractor shall establish a standard holiday schedule that exactly coincides with the Government's schedule. Holidays and other non-work days peculiar to or dynamically declared by the Government shall be considered as holidays for contractor personnel and are not billable unless work is actually requested by the Government and performed on these days. The following is a list of Government holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day

Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day  
Inauguration Day (every 4 years)

- b. No work shall be performed by contractor personnel on Government holidays or non-work days (including weekends) without prior written approval of the Contracting Officer's Technical Representative (COTR). Work performed on holidays shall be billable at regular rates as shown in Section B.2.

**SECTION C -- DESCRIPTION AND SPECIFICATIONS**

See attached Statement of Work for RFP 63293

See attachment (2) for RFP 63293

**SECTION D -- PACKAGING AND MARKING**

**THIS SECTION IS NOT APPICABLE TO THE SOLICITATION.**

**SECTION E – INSPECTION AND ACCEPTANCE****E.1 Notice of Listing Contract Clauses Incorporated by Reference**

The following contract clauses pertinent to this section are hereby incorporated by reference in accordance with the clauses at FAR “52.252-2 CLAUSES INCORPORATED BY REFERENCE” in Section I of this contract. See FAR 52.252-2 for an intent address (if specified) for electronic access to the full text of a clause.

52.246-4            Inspection of Services – Fixed Price (AUG 1996)

**E.2 Inspection and Acceptance - Services**

Inspection, acceptance, and rejection will be based upon compliance with the contract statement of work and requirements. Payment constitutes acceptance and will be made in accordance with FAR 52.232-25, Prompt Payment.

Inspection of services to be furnished hereunder shall be performed by the COTR in accordance with FAR 52.246-4 above, and any other provisions specified in this contract. The Government reserves the right to conduct any inspection and tests it deems reasonably necessary to assure that the services provided conform to all aspects of the statement of work and the contract requirements

Final acceptance of the deliverables and the Progress Reports shall be made by the Contracting Officer Technical Representative (COTR).

**SECTION F-- DELIVERIES OR PERFORMANCE****F.1 Period of Performance**

The period of performance is 12 months, with 4 one-year option periods which can be unilaterally exercised by the Government.

**F.2 Place of Performance**

The Contractor shall perform all work at the locations specified in the Statement of Work.

**F.3 Deliverables**

See attached statement of work

**F.5 52.242-15 -- Stop-Work Order (Aug 1989)**

As prescribed in 42.1305(b), insert the following clause. The "90-day" period stated in the clause may be reduced to less than 90 days.

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall



allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**SECTION G -- CONTRACT ADMINISTRATION DATA****G.1 Contracting Officer Technical Representative (COTR)**

The contracting officer's representative (COTR) is defined as an individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions

The contracting officer's technical representative (COTR) is:

Donna Hornsby  
Children's Bureau  
Portals Building, Room 8149  
1250 Maryland Avenue, SW  
Washington, DC 20024  
202-205-8405, [donna.hornsby@acf.hhs.gov](mailto:donna.hornsby@acf.hhs.gov)

The COTR is authorized to review and recommend approval of:

- a. Progress reports (as described in section F.2)
- b. Inspections and acceptance of supplies/services
- c. Invoices
- d. Technical matters not involving a change in the scope, price, terms and conditions of the contract

The COTR is not authorized to direct any action that results in a change in the scope, price, terms and conditions of the contract.

**G.2 Contracting Officer Authority (CO)**

The contracting officer is:

**Christopher D. Pigott**  
US Department of the Interior/GovWorks  
381 Elden St., MS 2500  
Herndon, VA 20170  
703-787-1238 (v), [christopher.pigott@mms.gov](mailto:christopher.pigott@mms.gov)

The contract specialist is:

**Matthew Korn**  
US Department of the Interior/GovWorks  
381 Elden St., MS 2500  
Herndon, VA 20170  
703-787-1670 (v), [matthew.korn2@mms.gov](mailto:matthew.korn2@mms.gov)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions

must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

### **G.3 Government Representatives**

The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms and conditions of the contract between the Contractor and any person other than the contracting officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the contracting officer prior to completion of this contract. The authorized representative as indicated hereinafter:

- (1) The COTR will be designated by the contracting officer as the authorized representative of the contracting officer. The COTR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

### **G.4 Notice to Government of Delay**

Whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall, within 10 days, give notice including all relevant information to the Contracting Officer.

### **G.5 Key Contractor Personnel**

The persons named below are considered by the Government to be key contractor's personnel and essential for the successful completion of all work assigned under the contract.

Name	Labor Category
<u>CONTRACTOR FILL IN</u>	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The contractor shall notify the Contracting Officer at least fourteen (14) calendar days in advance if any of these key persons are to be removed or diverted from this contract, shall supply written justification as part of this notice as to why these persons are to be removed or diverted, shall

provide the names(s) of the proposed substitutes or replacement, and shall include information on each new individual such as education, work experience, etc.

The contractor shall not, under any circumstances, remove or divert key personnel unless prior written authorization has been granted by the Contracting Officer.

#### **G.6 Project Management and Control**

The contractor shall designate a corporate officer with responsibility for personnel assignments and management control of all projects under the contract and a contract administrator responsible for project accounting and invoicing. It is understood and agreed that these persons are not additional labor categories under this contract.

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 Contractor Agreements with the Hotels/Meeting Sites**

(a) The contracting officer (CO) shall review each proposed hotel and/or meeting site contract prior to the contractor signing with the hotel to ensure the contractor is not being bound by hotel to cancellation fees, liquidated damages, attorney's fee's, etc. Further, the review the anticipated hotel contract will allow the CO to ensure the funding is not being used for prohibited items (such as food and beverage).

(b) The contractor shall submit all market research on proposed meeting sites to the CO prior to the contractor/hotel agreement being signed to ensure the price was fair and reasonable and that adequate competition was sought.

(c) The contractor shall not enter into any agreement with the hotel outside the current period of performance (base year).

### **H.2 SAVE HARMLESS AND INDEMNITY**

The Contractor shall save harmless and provide indemnity for the Government against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and loss of damage to any property (Government or otherwise) occurring in connection with or in any incident to or arising out of the performance of work in connection with this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor or the subcontractor, or any employee, agent, or representative of the Contractor or a subcontractor.

### **H.3 CONFLICT OF INTEREST**

It is the Department of the Interior's policy to avoid situations in the procurement process where, by virtue of work or services performed for DOI, or as the result of data acquired from DOI or from industry, a particular company;

- a. Is given unfair competitive advantage over the companies in respect to future DOI business;
- b. Is placed in a position to affect Government actions under circumstances in which there is danger that the company's judgment may be biased; or
- c. Otherwise finds that a conflict exists between the performance of work or devices for Government in an impartial manner and the company's self-interest.

If the Contractor has reason to believe that a task assigned by the Contracting Officer or a task being performed by the Contractor violates this policy, the Contractor shall promptly notify the Contracting Officer and state the reasons why a conflict of interests exists, or may appear to exist. After receiving such notice the Contracting Officer shall promptly inform the Contractor whether it should begin, or continue, the assigned task.

### **H.4 SUPERVISION OF CONTRACTORS EMPLOYEES**

- a. Personnel assigned to render services under this contract shall be at all times under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required under this contract.
- b. If the Contractor finds clarification necessary with respect to the scope of the services to be performed hereunder, he/she shall request in writing such clarification from the Contracting Officer.
- c. Contractor personnel shall not at any time during the contract period be employees of the U.S. Government.

#### **H.5 REMOVAL OF CONTRACTOR PERSONNEL**

It is understood that all personnel assigned by the Contractor to the performance of work hereunder must be acceptable to the Government in terms of personal and professional conduct and must successfully complete a full background investigation before obtaining access to the premises. Any person in the Contractor's organization, or in any subcontractor's organization, who is deemed by the Contracting Officer or the COTR to conflict with the interest of the Government, shall be immediately removed from this contract. The reason for removal shall be fully documented in writing by the Contracting Officer. Any security violations, denials or revocations of security clearance may be construed as grounds for immediate removal from the premises and the contract.

#### **H.6 Notice to the Government of Delays**

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

#### **H.7 Non-Payment for Additional Work**

Any additional services or a change to the work specified which may be performed by the Contractor, either at his/her own volition or at the request of an individual other than a duly appointed Contracting Officer except as may be explicitly authorized in the contract/order, is not authorized and will not be paid for by the DOI. Only a duly appointed Contracting Officer is authorized to change the specifications, terms and conditions in this contract.

#### **H.8 Key Personnel**

- (a) The contractor agrees to assign to the contract those key persons whose resumes were submitted as required to fill the requirements. No substitution or addition of personnel will be made except in accordance with this clause.
- (b) The contractor agrees that to ensure continuity, personnel will remain on the project as long as they are employed with the company and performing satisfactory. No personnel substitutions will be permitted, unless an individual's sudden illness, death, or termination of employment necessitates such substitutions. In any of these events, the contractor must promptly notify the contracting officer or COTR and provide the information required by paragraph (d) below.

Contractor shall provide to the contracting officer, letters of commitment from the team members (including subcontractors) assigned to the project.

(c) If key personnel, for whatever reason, become unavailable for work under this contract or task order for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in its proposal, the contractor must propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed key personnel substitutions must be submitted, in writing, to the contracting officer/COTR at least 15 days prior to the proposed substitution. Each request must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume from the proposed substitute and any other information required by the contracting officer to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions must be submitted in contractor format. All proposed substitutes (no matter when they are proposed during the performance period) must have qualifications that are equal or higher than the qualifications of the person being replaced. No change in fixed unit prices may occur as a result of key personnel substitution.

(e) In the event the contractor designates additional key personnel as deemed appropriate for the requirement, the contractor must submit to the contracting officer for approval the information required in paragraph (d) above.

(f) The contracting officer will evaluate requests for substitutions and addition of personnel and promptly notify the contractor, in writing, whether a request is approved or disapproved.

#### **H.9 Permits and Licenses**

In performance of work under contract and subsequent task orders, the contractor must, without additional expense to the Government, be responsible for obtaining any necessary license and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of work.

#### **H.10 Confidentiality**

All information regarding the procedures developed under this contract and subsequent task orders must be regarded as sensitive information by the contractor and not to be disclosed to anyone outside the contractor's organization without the written permission of the contracting officer. Contractor personnel must sign a non-disclosure agreement before start of work.

#### **H.11 Travel**

The Government anticipates that travel may be required in the performance of this contract. The contractor is to include travel in the business proposal, in sufficient details for the Government to ensure that all requirements are included.

Travel expenses will be provided for under the individual task order of this contract. Total travel costs for each task order will have a Not to Exceed (NTE) ceiling. No travel expenses submitted in excess of the NTE ceiling will be reimbursed without approval of the DOI contracting officer. Travel costs shall bear no administrative burden.

Travel by the Contractor's staff, including subcontractors, in support of this project will be reimbursed by DOI provided:

- 1) The specific travel is authorized in writing by the COTR. The format and process for receiving travel authorizations will be communicated at the contract kickoff meeting. The contractor's staff and subcontractors shall provide the COTR adequate time to review and approve travel plans. Note, no travel expenses will be reimbursed without prior written approval by the COTR.

- 2) All travel costs and per diem costs must conform to the current Federal Travel Regulations (FTR) in effect at the time of travel authorization, including but not limited to daily per diem and lodging rates in effect for the area at the time of the travel. Expenses not in conformity with the FTR will not be reimbursed and should not be submitted.
- 3) Receipts and other written evidence to support submitted travel expenses shall be retained by the Contractor for the duration of the contract plus one year, and made available to the CO or COTR on request. Travel not supported by receipts or other evidence will not be reimbursed and should not be submitted.

The contractor shall state on all invoices that include claims for travel reimbursement that those claims are fully supported by proper document, that the document is available for audit, and that the claims confirm to the FTR.

## **H.12 Invoicing – GovPay**

The Contractor shall bill no more than once monthly. Invoices must include, as a minimum, the following information for each individual:

Name  
 Time Period Covered  
 Productive Direct Labor Hours for the current billing period and cumulative to Date  
 Labor Category(s)  
 Hourly Rate  
 Any Travel or Other Direct Costs (ODCs) incurred (including supporting documentation/receipts for all charges) for the current billing period and cumulative to date

Invoices shall be submitted electronically through GovPay - GovWorks Electronic Invoicing System at <https://www.govpay.gov> . Please direct all GovPay inquiries to the GovPay Help Desk at (703) 787-1200 or [helpdesk@govpay.gov](mailto:helpdesk@govpay.gov).

Hardcopy invoices shall not be accepted, unless requested by GovWorks or the GovPay Team.

### **GovPay Electronic Invoicing Requirements**

All payment requests must be submitted electronically through GovPay. “Payment request” means any request for contract financing payment or invoice payment by a contractor. To constitute a proper invoice, the GovPay payment request must conform to the requirements identified in FAR 32.905(b), “Payment Documentation and Process” and FAR 52.232-25, “Prompt Payment (OCT 2003)”. To ensure the timely processing of invoices GovPay uses an automated “workflow” process to route invoices for review, approvals and payment; as required by the “Prompt Payment Act”.

Detailed GovPay information for use of GovPay may be obtained on the Internet at [www.govpay.gov](http://www.govpay.gov). This web site includes user manuals, training resources, instructions for registration and contact information for the GovPay help desk for additional support. All users can access reports on the status of their invoices.



Supporting documentation shall be attached to the GovPay invoice in the form of “flat files” in American Standard Code for Information Interchange (ASCII) and an Adobe PDF file. There is a 4MB limitation on file size for these attachments, per header or line item. Facsimile, e-mail, and scanned documents are NOT acceptable electronic forms for payment requests.

GovPay uses the contractor information in the Central Contractor Registration (CCR) database as one of the components for validating contractor registration. It is the responsibility of the contractor to submit accurate and current CCR information. Failure to register and maintain CCR information, or if it has expired, been suspended, been deleted, or could not be found, will result in rejection of your invoice. An invoice submitted during the period for which information in the CCR could not be verified must be resubmitted for payment after successfully registering or updating registration in CCR. Contractors are encouraged to review their CCR information to ensure the most current information is available for GovPay.

The CCR Assistance Center is available to provide assistance and answer questions. They can be reached at 1-888-227-2423 or on the web at <http://www.ccr.gov>.

**PART II – CONTRACT CLAUSES****SECTION I -- CONTRACT CLAUSES****I.1 Clauses Incorporated by Reference**

52.252-2            CLAUSES INCORPORATED BY REFERENCE            FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as they were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this address:

[www.arnet.gov/far](http://www.arnet.gov/far)

<b>FAR Clause Number</b>	<b>Title</b>	<b>Date</b>
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS	SEP 2005
52.215-1 ALT II	INSTRUCTIONS TO OFFERORS - COMPETITIVE	OCT 1997
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACTFORMAT	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA	OCT 1997

OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS		
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN 2002
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICA ACT – SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAR 2005
52.227-1	AUTHORIZATION & CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES - ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD - ALTERNATE I	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION.	APR 1984

52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY 2002
52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)	MAY 2004
52.246-6	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997

## **I.2 Clauses Incorporated by Full Text**

52.204-1	APPROVAL OF CONTRACT	DEC 1989
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This contract is subject to the written approval of the contracting officer and shall not be binding until so approved.

(End of Clause)

52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS	JUN 2006
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An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of

31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

\* TIN:\_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

\* Sole proprietorship;

\* Partnership;

\* Corporate entity (not tax-exempt);

\* Corporate entity (tax-exempt);

\* Government entity (Federal, State, or local);

\* Foreign government;

\* International organization per 26 CFR 1.6049-4;

\* Other \_\_\_\_\_.

(5) Common parent.

\* Offeror is not owned or controlled by a common parent:

\* Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \* is, \* is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it \* is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business*

Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]* The offeror represents as part of its offer that it \* is, \* is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

*(Check one of the following):*

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It \* is, \* is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has



occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \*has, \* has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It \* is, \* is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \* is, \* not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246 --*

(1) Previous contracts and compliance. The offeror represents that --

(i) It \* has, \* has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \* has, \* has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It \* has developed and has on file, \* has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It \* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.*  
(Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

*[List as necessary]*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

*[List as necessary]*

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

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*[List as necessary]*

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

*[List as necessary]*

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) \* Are, \* are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) \* Have, \* have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) \* Are, \* are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

--	--

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certification electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated into his offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(End of Provision)

52.212-5

CONTRACT TERMS AND CONDITIONS  
REQUIRED TO IMPLEMENT STATUTES  
OR EXECUTIVE ORDERS – COMMERCIAL ITEMS

AUG 2006

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer shall check as appropriate.]*

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (4) [Reserved]

X (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

X (8) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637 (d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_X\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

\_\_\_ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

\_X\_ (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

\_X\_ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

\_X\_ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_X\_ (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

\_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

\_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

\_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

\_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

\_\_\_ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).



\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

\_\_\_ (24) (i) 52.225-3, Buy American Act --Free Trade Agreements -- Israeli Trade Act (Jun 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-53).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (25) 52.225-5, Trade Agreements (Jun 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

\_\_\_ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

\_X\_ (32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

\_\_\_ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.217-8

OPTION TO EXTEND SERVICES

NOV 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance

hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the contract expiration.

(End of Clause)

52.217-9            OPTION TO EXTEND THE TERM OF THE CONTRACT            MAR 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days of the contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

52.232-19            AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR            APR 1984

Funds are not presently available for performance under this contract beyond \_(TO BE PROVIDED AT CONTRACT AWARD)\_. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond \_(TO BE PROVIDED AT CONTRACT AWARD)\_, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

52.237-3            CONTINUITY OF SERVICES            JAN 1991

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to --

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice,

(1) Furnish phase-in, phase-out services for up to 90 days after this contract expires and

(2) Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel reCOTRds and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

**PART III – LIST OF ATTACHMENTS**

**SECTION J -- LIST OF ATTACHMENTS**

See attached Statement of Work for RFP 63293

See attachment (2) for RFP 63293

**PART IV – REPRESENTATIONS AND INSTRUCTIONS****SECTION K -- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 Clauses Incorporated by Full Text**

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS JAN 2005

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS DEC 2001

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \* have not \*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \* are not \* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has\* has not\*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to



exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

## **K.2 Authorized Signatory for Certifications and Representations of the Offeror**

The Person who is authorized to sign the offer and/or contract shall affix his/her signature below as evidence of binding his/her company of the certifications and representations.

Name of Offeror	
Address	
Telephone Number	
Fax Number	
Email Address	
Signature	
Title	
DUNS Number	
Cage Code	
TIN Code	
Parent Company TIN (if applicable)	

**K.3 Authorized Negotiators** - The offeror represents the following person(s) are authorized to negotiate on its behalf with the Government in connection with the Request for Proposal. Please provide the following information:

Name	
Telephone Number	
Email Address	
Title	

## **K.4 Contact for Contract Administrator**

For use in event your firm receives a contract as a result of this solicitation, please designate below the person(s) whom the Government may contact, during the period of the contract, for prompt action on matters pertaining to your administration of the contract.

Name	
Telephone Number	
Email Address	
Title	

**K.5 DUPLICATION OF COST**

The Contractor represents and certifies that any charges contemplated and included in his price or cost proposal are not duplicative of any charges against any other Government contract, subcontract, or other Government source.

**K.6 CONFLICT OF INTEREST CERTIFICATION**

The offeror hereby certifies that:

- (a) The offeror \_\_\_\_\_ is, \_\_\_\_\_ is not, a former DOI or DHHS regular or special employee whose employment terminated within one year prior to submission of this proposal.
- (b) The offeror \_\_\_\_\_ does, \_\_\_\_\_ does not, employ a former DOI or DHHS regular or special employee whose employment terminated within one year prior to submission of this proposal and who will be involved directly or indirectly in the management, administration, or performance of any contract resulting from this proposal.
- (c) The offeror \_\_\_\_\_ will, \_\_\_\_\_ will not, employ as a consultant on any contract resulting from this proposal a former regular or special DOI or DHHS employee whose DOI or DHHS employment terminated within one year prior to submission of this proposal.

**K.7 North American Industry Classification Systems (NAICS)**

The NAICS code for this acquisition is **541614**. The small business size standard is **\$6.5 Million**

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE**

FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this/these address:

[www.arnet.gov/far/](http://www.arnet.gov/far/)

**L.1 The following contract clauses pertinent to this section are hereby incorporated by reference:**

52.204-6	Data Universal Numbering Systems (DUNS) Number	JUN 1999
52.212-1	Instructions to Offerors -- Commercial Items	JAN 2006
52.215-1 ALT I	Instructions to Offerors – Competitive Acquisition Alternate I (JAN 2004)	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993

**L.2 The following contract clauses pertinent to this section are hereby incorporated by full text:**

52.216-1	Type of Contract	APR 1984
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The Government contemplates award of a **Firm Fixed Price** type contract resulting from this solicitation.

(End of Provision)

52.233-2	Service of Protest	AUG 1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

**Christopher D. Pigott, Contracting Officer**  
**Department of the Interior**  
**National Business Center/GovWorks**  
**381 Elden St.**  
**MS 2500**  
**Herndon, VA 20170**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

52.230-7

Proposal Disclosure – Cost Accounting  
Practice Changes

APR 2005

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked “Yes” above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

**L.3 Estimated Contract Award Date**

The estimated date of contract award is **September 29, 2006**. This information is provided to assist the offerors in pricing their proposal. The Government is not obligated to award the contract on this date.

**L.4 Inquires**

(a) Offerors are instructed to contact only the solicitation Issuing Office shown in the cover letter for information about any aspect of the solicitation. Prospective offerors are cautioned against contacting Government technical personnel in regard to this solicitation prior to award of this procurement. If such contact occurs and is found to be prejudicial to competing offerors, the offeror making such a contact may be excluded from award consideration.

**FOR SUBMISSION OF QUESTIONS CONCERNING THIS RFP and STATEMENT OF OBJECTIVES:** The date for receipt of all questions regarding this RFP or the attached SOW was to be submitted via e-mail **NOT LATER THAN 11 SEPTEMBER 2006, 3:30PM, Eastern Time** to [matthew.korn2@mms.gov](mailto:matthew.korn2@mms.gov). Do not submit questions to any other Department of the Interior/GovWorks employee source, unless otherwise directed by the contracting officer noted below in this document.

**L.5 Incurring Costs**

The Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds. Costs shall not be incurred by recipients of this solicitation in anticipation of receiving direct reimbursement from the Government. It is understood that your bid/proposal will become part of the official file on this matter without obligation to the Government.

**L.6 Introduction and General Instructions****SUBMISSION REQUIREMENTS**

Your offer **MUST** include the following information (preferably on the cover letter):

- A. Tax Identification Number (**TIN**)
- B. Dun & Bradstreet Number (**DUNS**)
- C. North American Industrial Classification System (**NAICS**)
- D. Standard Product Code
- E. Contact Name
- F. Contact Email Address
- G. Contact Phone Number
- H. Contact Fax Number
- I. Complete Business Mailing Address

Please ensure that your firm is CCR certified (<http://www.ccr.gov>).

**INSTRUCTIONS FOR ORAL PRESENTATIONS**

Offerors are required to present Section 1 of the technical proposal orally at oral presentations in Washington, DC (exact location is to be determined). The contracting officer will inform each offeror of the exact time, date, location, and additional instructions prior to the oral presentation. The timing for the presentation will be determined via a random lottery selection with no preference given to any offeror involved. The offeror will have no more than 60 minutes to make their presentation. A question and answer session may take place following the offeror's presentation. Price shall not be discussed at oral presentations. The offeror's price proposal, in addition to the offeror's written technical proposal (Section 2), shall be submitted by Monday, 18 September 2006 to [matthew.korn2@mms.gov](mailto:matthew.korn2@mms.gov). A screen for PowerPoint viewing will be available, upon request. However, all other electronic materials must be supplied by the offeror. The tentative dates for oral presentations are 19 September 2006 through 20 September 2006.

**TECHNICAL PROPOSAL, Section 1 – Oral (To Be Presented at Oral Presentations)**

Offerors shall provide a technical proposal that includes the following three (3) areas:

- A. Understanding of the Statement of Work (SOW)
  - B. Personnel Qualifications
  - C. Organizational Experience/Past Performance
- A. Understanding of the Statement of Work (SOW)**
- Demonstrate a sound working knowledge of child welfare and current trends in the field.
  - Demonstrate a solid understanding of the scope and complexity of the tasks, the groups to be served by the proposed meetings, and the problems that could arise in carrying out these tasks.
- B. Personnel Qualifications**

- Identify the qualifications of all personnel who will be assigned to this contract, including their academic and professional expertise, as well as their experience related to the purposes of this project and the types of organizations where this experience was obtained.
  - Evidence of experience of Project Director in directing similar contracts of this magnitude, related to Federal Programs in support of child welfare programs.
  - Evidence of experience of Project Manager to supervise the work flow and management of all contract activities.
- Demonstrated commitment to having Project Manager dedicated at least 95% of their time to this project.
- Demonstrated experience of staff in conference planning, technical writing, and dissemination of activity products.
- Identify proposal presenter's role in the organization and to this project.

### **C. Organizational Experience/Past Performance**

- Must establish the offeror's overall experience in conference/meeting planning, management and support in child welfare.
  - Experience in conducting conferences/meetings; such activities as: contracting with hotels, arranging travel, and coordinating speaker requirements.
  - Ability to prepare and assemble subject/issue specific materials to support each conference/meeting.
  - Demonstrated experience in meeting deadlines and flexibility in addressing changes in schedules.
  - Experience in creating, editing, printing, and modifying conference materials (agendas, invitations, announcements, conference/meeting binders or packets)
- Evidence that the offeror has the capacity and capabilities to meet SOW activities.
  - Evidence of the ability to ensure a sufficient number of staff to accomplish each activity.

### **TECHNICAL PROPOSAL, Section 2 – Written (VOLUME 1)**

The submission date for the offeror's technical proposal (section 2) is Monday, 18 September 2006 to [matthew.korn2@mms.gov](mailto:matthew.korn2@mms.gov) no later than 3:30 PM ET.

### **Understanding of the Statement of Work (SOW) and Personnel Qualifications (Written)**

(1) A Project Management Plan that is simple, easy to read, and clearly and concisely describes project responsibilities and personnel, any proposed subcontracting arrangements, communication and coordination, scheduling of all tasks and subtasks, meetings, and deliverables. All staff needed to conduct the work and produce any required training and deliverables must be identified.

Please include (1) a staffing plan, (2) resumes for key personnel and (3) a description of your current personnel resources for this, which addresses their capabilities and experience relating to the SOW. At a minimum, this section of the Proposal must include:

- Organizational Structure (Organization chart and resource headcount required to support the requirement)

- Identification of roles and specify responsibilities for each role
- Definition of the primary skill set required for each role
- Description of management and status reporting approaches

(2) Proposed key personnel and a description of your current personnel resources to include:

(a) Resumes with a description of the experience and capability for all key personnel proposed for your project team. Descriptions shall address such items as the individual's background, education, work experience, and accomplishments. Show the knowledge that key personnel have gained through completed and ongoing efforts that are similar in nature to this effort.

(b) A brief description of the offerors current personnel resources for this activity, which addresses the offerors capabilities and experience relating to the attached SOW.

Your response must demonstrate that both your organization and proposed key personnel can successfully complete this project.

(3) Offerors shall indicate, in this section only, if any assumptions have been made, conditions have been stipulated or exceptions have been taken with the statement of work as written. These assumptions, conditions and exceptions shall be clearly identified.

#### **PRICE PROPOSAL (Written) (VOLUME 2)**

The submission date for the offeror's price proposal is Monday, 18 September 2006 to [matthew.korn2@mms.gov](mailto:matthew.korn2@mms.gov) no later than 3:30 PM ET.

Your price proposal shall be a **separate volume** from your technical proposal.

The Offeror must state the fixed price for this effort and any other proposed associated costs, for calculating the proposed cost for this effort. The Government desires the most cost effective, best value proposal. Subcontractor rate information shall also be included, if applicable. The offeror's price proposal must clearly identify and detail pricing for the base year and each option year and a summary to include the total proposed (base plus option years) for this effort.

Price proposal shall include the following:

- 1) Firm fixed price per task
- 2) All other costs
- 3) All reductions or rebates offered.
- 4) Pricing for the four option periods in addition to pricing for the base year.

**SECTION M -- EVALUATION FACTORS FOR AWARD****M.1 Clauses Incorporated by Reference**

52.217-4	Evaluation of Options Exercised at Time of Contract	JUN 1988
52.217-5	Evaluation of Options	JUL 1990

**M.2 Set-Aside Award Procedure**

Any award resulting from this solicitation shall be made using the following set-aside order of precedence:

- (a) Any award under this solicitation shall be made on a competitive basis first to an eligible small business, provided there is adequate competition among such firms.
- (b) If there is inadequate competition for award to a small business concern, award will be made on the basis of full and open competition considering all offers submitted by responsible business concerns.
- (c) Adequate competition shall be deemed to exist if –
  - (1) At least two competitive offers are received from qualified, responsible business concerns at the tier under consideration; and
  - (2) Award will be made at fair market prices as determined in accordance with FAR 19.202-6

**M.3 Evaluation Methodology****52.212-2 Evaluation – Commercial Items (Jan 1999)**

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
  - Understanding of the Statement of Work (SOW), Personnel Qualifications, Organizational Experience/Past Performance, and Price.
- (b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.



(End of Provision)

### **BASIS OF AWARD**

Proposals will be reviewed and evaluated in accordance with the evaluation criteria identified below:

There are a total of four evaluation factors. There are three technical factors: A. Understanding of the Statement of Work (SOW), B. Personnel Qualifications, and C. Organizational Experience/Past Performance. The fourth evaluation factor is Price.

Of the technical factors, organizational experience/past performance are more important than personnel qualifications. Personnel qualifications and understanding of the statement of work are of equal importance. The technical factors are more important than price. Selection of the firm to perform this task order will be based on the Government's assessment of the best overall value.

Technical proposals will be given adjective ratings.

### **TECHNICAL PROPOSAL**

#### **A. Understanding of the Statement of Work (SOW)**

- Demonstrate a sound working knowledge of child welfare and current trends in the field.
- Demonstrate a solid understanding of the scope and complexity of the tasks, the groups to be served by the proposed meetings, and the problems that could arise in carrying out these tasks.

#### **B. Personnel Qualifications**

- Identify the qualifications of all personnel who will be assigned to this contract, including their academic and professional expertise, as well as their experience related to the purposes of this project and the types of organizations where this experience was obtained.
  - Evidence of experience of Project Director in directing similar contracts of this magnitude, related to Federal Programs in support of child welfare programs.
  - Evidence of experience of Project Manager to supervise the work flow and management of all contract activities.
- Demonstrated commitment to having Project Manager dedicated at least 95% of their time to this project.
- Demonstrated experience of staff in conference planning, technical writing, and dissemination of activity products.
- Identify proposal presenter's role in the organization and to this project.

#### **C. Organizational Experience/Past Performance**

- Must establish the offeror's overall experience in conference/meeting planning, management and support in child welfare.
  - Experience in conducting conferences/meetings; such activities as: contracting with hotels, arranging travel, and coordinating speaker requirements.

- Ability to prepare and assemble subject/issue specific materials to support each conference/meeting.
  - Demonstrated experience in meeting deadlines and flexibility in addressing changes in schedules.
  - Experience in creating, editing, printing, and modifying conference materials (agendas, invitations, announcements, conference/meeting binders or packets)
- Evidence that the offeror has the capacity and capabilities to meet SOW activities.
  - Evidence of the ability to ensure a sufficient number of staff to accomplish each activity.

#### **PRICE PROPOSAL (Written) (Volume 2)**

The Offeror must state the fixed price for this effort and any other proposed associated costs, for calculating the proposed cost for this effort. The Government desires the most cost effective, best value proposal. Subcontractor rate information shall also be included, if applicable. The offeror's price proposal must clearly identify and detail pricing for the base year and each option year and a summary to include the total proposed (base plus option years) for this effort.

#### **CONTRACT AWARD**

Contract award shall be made to the responsible Offeror whose offer, in conforming to this RFP, provides an overall best value to the Government, technical evaluation factors, and cost considered. The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives, with a realistic and reasonable cost. Technical evaluation factors are more important than price; however, between proposals that are evaluated as technically equal in quality, price will become a major consideration in selecting the successful Offeror.

#### **M.4 The Government Reserves the Right to Award Without Discussion**

Therefore, each contractor is urged to examine this RFP in its entirety and to ensure the submitted proposal contains all necessary information, provides all required documentation, and is complete in all aspects.